

# LEGAL & GENERAL

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## The Solicitors' Journal and Weekly Reporter.

(ESTABLISHED IN 1857.)

LONDON, SEPTEMBER 7, 1912.

\* \* The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication must be authenticated by the name of the writer.

## GENERAL HEADINGS.

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## Current Topics.

### The Law of the Channel Islands.

THE institution of proceedings in the courts of Guernsey against the Seigneur of Sark reminds the lawyer and the antiquarian that that there are only two parts in the world in which the French law of the "Ancien Régime" still prevails, and that both are within the dominions of the British Crown. One of these is the province of Quebec, which escaped the reforming influences of the Code Napoléon by the fact that Wolfe conquered it in the middle of the eighteenth century; the common law of Quebec is still the "Custom of Paris," as decreed by an Edict of Louis XIV. in 1663: see *Symes v. Cuivillier* (1886, 5 App. Cas. 138), in which the sources of French Canadian law were discussed. But in 1867 this "custom" was codified, and many features of the modern French law introduced in the process. The other refuge of the Old French Law is the Channel Islands, which historically are part of the Duchy of Normandy, and for financial and judicial purposes are independent Crown dominions, but geographically form part of the British Islands as defined in the Interpretation Act, 1889. Their law, however, is not the "Custom of Paris" but the "Custom of Normandy," as set forth in the "Ancienne Coutume" and the "Grand Coutumier." This still forms the basis of the local law in all four islands, although supplemented by local statutes, and as regards Jersey codified in 1771: see *Falk v. Godfrey* (1889, 14 App. Cas. 70). Certain imperial statutes apply to the islands, e.g., the Army Act, Extradition Act, and the Fugitive Offenders Acts, but, curiously enough, not the general provisions of the Finance Acts.

### The Seigneurie of Sark.

THE islands are by no means equal units in the eyes of the Constitution: Jersey is quite independent of the others, but the little islands of Alderney and Sark are subject to Guernsey. Like Jersey, the last-named island has a Lieutenant-Governor, a bailiff, twelve "coronatores jurati" or "jurats" to administer justice, and a States-General; locally, the island is divided up into "seigneuries" or manors. Alderney has a separate court and states of her own, but she is subject to the authority of the Guernsey Executive, her laws can be overruled by the Legislature of that State, and there is an appeal from her courts to those of Guernsey. Sark stands still lower in the hierarchy of independence; she is subject to the Executive, the Legislature, and even the judiciary of Guernsey—hence the *locale* of the proceedings against the seigneur. But the "seigneurie" of Sark, which is all one manor or "noble fief," as it is called in the law of Normandy, retains one privilege, obsolete in the scattered manors of the other islands. The seigneur has still "seigneurial rights," although strictly limited; he holds a criminal court of his own, appoints most executive officers in his island, and possesses various manorial rights elsewhere

obsolete. It should be noted that, both in the case of Jersey and in that of Guernsey with its dependencies, the Crown retains, and not infrequently exercises through the Channel Islands Committee of the Privy Council, not only the power to veto local statutes, but also to legislate for these dominions by Order in Council: see *The States of Jersey* (1842, 9 Moore P.C. 185).

#### The Panama Canal.

THE DISCUSSION of the Panama Canal Act which has been proceeding does not tend to remove the impression that the Act, as regards the exemption of coasting vessels from tolls, is an infringement of the terms of the Hay-Pauncefote Treaty, but it suggests that the practical effect on foreign shipping may not be very great. American ships have already a monopoly of the coasting trade, and hence the exemption cannot, it seems, operate to the detriment of foreign shipping. The *Nation* points out that the clause inflicts no new grievance upon the trade of this or any other country. If a legal decision had to be given upon the question, the practical effect of the exemption would, of course, be immaterial, but this consideration will doubtless weigh with the Government in considering how far its protest against the exemption should be pressed. Sir EDWARD GREY has also pointed out that, since the expenses of the canal will be paid out of the tolls, the exemption of any one class of vessels will make the tolls heavier for the rest. The only satisfactory way of dealing with the question of tolls is to follow the words of the treaty, and to levy tolls without any discrimination as to nationality or nature of trade. How far particular States can neutralize the effect of this equality by a system of bounties is, as we said last week, a different question. The British protest appears to have anticipated such action, and to have disputed the right of the United States to refund any tolls charged. Mr. TAFT considers that his yielding would have meant the surrender by the United States of the right to regulate its own commerce in its own way and by its own methods. This does not by any means follow, and we imagine that, when once the tolls have been levied and paid, any practical exemption which may be secured by a system of rebate or bounty is a matter for each particular State to decide upon. Interference in this way with the freedom of trade, whether justifiable on economical or political grounds or not, would not be peculiar to the traffic of the Panama Canal.

#### Copyright in Official Publications.

WE PRINT elsewhere a new Treasury Minute on the subject of the Crown copyright in official publications which has been recently issued, and which takes the place of the Treasury Minute of the 31st of August, 1887. The immediate cause of the change is the statutory definition of the Crown copyright contained in section 18 of the Copyright Act, 1911. Hitherto, the Crown has had no special statutory copyright, except in the case of the "Nautical Almanac," which, by the Nautical Almanack Act, 1828 (9 Geo. 4, c. 66), was placed under the control of the Admiralty. But since official papers and books are prepared by persons in the public employment, the Crown, like any other employer, has acquired the copyright. Inasmuch, however, as it is desirable, in the case of many publications, to make them as widely known as possible, the former Treasury Minute allowed the reproduction of all ordinary documents, such as Parliamentary reports, orders and rules, papers laid before Parliament, and Acts of Parliament, provided, as regards the last, they did not purport to be published by authority. But as regards works of a literary or semi-literary character—such as the reports of the Historical Manuscripts Commission—and scientific reports, the copyright was reserved. Section 18 of the Copyright Act, 1911, now gives statutory force to the Crown copyright, and enacts that where any work is prepared or published by or under the direction or control of the Crown or a Government Department, the copyright in the work shall, subject to any agreement with the author, belong to the Crown, the period of copyright being fifty years from first publication. But it is not, apparently, intended that this statutory declaration of the Crown right shall vary materially the practice as to republication hitherto existing. The new Treasury Minute recognizes, like the old one, that republication

is advantageous, and in ordinary cases the Crown copyright will not be enforced as regards mere official publications. But it will be enforced as regards official books—such as the King's Regulations for the Army or Navy—literary or quasi-literary works, and charts and ordnance maps. Perhaps the new minute shews a tendency to guard the Crown rights more carefully than before; but practically the conditions as to republication of official documents seem to remain unaltered.

#### Co-partnership and National Insurance.

A DISPUTE, as we gather from the daily press, appears to have arisen between barge-owners and barge-masters as to whether the latter—who receive a share of profits as part of their remuneration—are employed persons requiring to be insured under the National Insurance Act. The categories of persons who receive the benefits conferred by the statute are contained in Schedule I, Part I, as modified by the exceptions enumerated in the second part of the same schedule. Now, in Part I, there are two clauses relevant to the decision of the point at present in dispute. Clause (a) contains a general definition of "employment" for the purposes of the statute; it is practically identical with that given in the Workmen's Compensation Act, 1906, section 13, where the word defined is "workman"; and the courts have, in fact, assumed in recent cases that decisions under the Compensation Act are authorities to be used in the interpretation of the Insurance Act. Again, clause (b) extends the meaning of "employment," so as to include "employment under such a contract as aforesaid (i.e. in clause (a)) as master or a member of the crew of . . . any other British ship or vessel of which the owner . . . resides . . . in the United Kingdom." In the second part, clause (g) excepts persons employed "otherwise than by way of manual labour" where their remuneration exceeds £160 per annum. Therefore, a barge-master, like the master of any other vessel, if his salary is less than £160 per annum, is *prima facie* within the statute. But he is within the statute only when there is "employment" of him under a "contract of service," and if the terms of his agreement with the barge-owners alter its legal character from "contract of service" to some other category, then he is outside it. Thus, a partner in a small mine, who worked in it as an ordinary miner and received wages on the same terms as others, was held not to be under a "contract of service"; there was simply a peculiar mode of fixing his share of the partnership profits: *Ellis v. Joseph Ellis & Co.* (1905, 1 K. B. 324). On the other hand, where the master of a ship held ten out of its sixty-five registered shares, it was held that his ownership of a share did not make him a co-partner with his fellow-owners, and did not prevent him being under a "contract of service" so as to entitle his dependants to the statutory compensation upon his death as the result of an accident in the course of his employment: *Carswell v. Sharpe & others* (1910, 47 Sc. Law Reports, 335). This was a Scottish decision, as was also that in *Jamieson v. Clark* (1909, 16 Sc. Law Times, 451), where two men, who worked a cargo-boat for its owner, and received as their wage one-third of the gross earnings each, were held to be workmen, not partners of the owner. Whether the decision would have been the same had the share been a share of "net" earnings is doubtful; in the case of "gross" earnings the whole loss is borne by the owner, and so one element in partnership is lacking. If the principle disclosed in these cases is applied to the case of barge-masters, the question would seem to be one of fact—namely, whether their share is a share in the business or simply a commission on the work done by them. In the former case it would seem that they are true partners in the undertaking and so outside the scope of the Act; not so in the latter—in this case they are merely employees, encouraged to extra zeal by the system of payment based on results.

#### Economy in Judges.

A WRITER in the *Daily News and Leader* of the 5th inst. suggests changes by which, in his opinion, the present judicial staff could be made more than sufficient for the work of the courts. He would shorten the summer and Christmas vacations, and would make general sessions sit monthly, or, at any rate, half-quarterly. In this way he calculates that the proposed new

judge, and also one of the existing judges, could be dispensed with. Something, no doubt, can be gained in the former way whenever the question of vacations is seriously taken in hand, and probably the more frequent sitting of the local criminal courts would relieve the assizes of a large number of prisoners who are merely tried on circuit in order to avoid their being unduly detained. But even if economy of judicial time can thus be effected, it is no argument for attempting to keep down the judicial staff. The object is not to adjust the number of judges precisely to the work to be done, but to insure that there shall always be sufficient judges to keep the work in hand. With the present expenditure of the country in many debateable ways, there is no need to grudge the amount necessary to maintain a proper judicial staff. The point is not how to administer justice most cheaply, but how to administer it well.

## The Delimitation of Subterranean Parcels.

THE recent case of *St. Catherine's College, Cambridge, v. Greensmith* (1912, 2 Ch. 280) calls attention to the unsatisfactory methods which are commonly adopted for defining the subject-matter of the ownership of land—for defining parcels, in other words—when that subject-matter takes a horizontal form and not a vertical one.

Let us consider the methods of delimiting horizontal parcels, which are now in vogue. Lands, defined by superficial area and by the dimensions of length and breadth, are conveyed, reserving the mines and minerals thereunder; or mines and minerals are conveyed, reserving the surface of the land. This system would be unobjectionable, provided either the property conveyed or the property reserved was easily ascertainable. But this is seldom the case. The terms used for defining the properties are in themselves ambiguous. Take, for example, the term in most common use, the words "mines and minerals." These words have been frequently defined by judicial authorities, but the definitions have varied in almost every case, for this reason, that the court construes the words by reference to the context. "'Mines' and 'Minerals,'" said Lord WATSON in *Glasgow (Corporation) v. Farnie* (1888, 13 A. C. 657, at p. 675), "are not definite terms, they are susceptible of limitation or expansion, according to the intention with which they are used." This, no doubt, is a very sound principle of construction, but it militates against a settled definition of the terms; and to such an extent has this principle been carried that it is doubtful at the present time whether they can be said to have any particular *prima facie* legal meaning. Indeed, we are inclined to agree respectfully with the comment of the late Sir JOHN WICKENS, V.C., whereby he appears to have expressed regret that there was an inclination on the part of judges to give undue weight to some small circumstances of context, and to cut down the proper and ordinary meaning of the words "mines and minerals": see *Hext v. Gill* (L. R., 7 Ch. App., at p. 705 note).

Attempts have been made to give a general meaning to the word "mines," but only with a limited degree of success. According to some authorities this word ought to be taken to import something in the nature of underground workings. This was the view of TURNER, L.J., in *Bell v. Wilson* (1 Ch. App. 303, at pp. 308, 309), and of KAY, J., in *Mulland Railway Co. v. Haunchwood Brick, &c., Co.* (20 Ch. D. 552, at p. 555). But Lord HERSCHELL, in *Midland Railway Co. v. Robinson* (15 A. C. 19, at p. 20) refused to construe the word "mines" as confined in its natural sense to strata ordinarily got by underground working; and the same learned authority in another case (*Glasgow (Corporation) v. Farnie* (*supra*), at p. 684) pointed out that, where iron is got by surface workings, these places are spoken of as iron mines, and that the term "mine" is applied to places where coal crops out on the surface and is worked on the surface. "It does not occur to me," said Lord WATSON in the last mentioned case (*supra*, at p. 677), "that an open excavation of auriferous quartz would be generally described as a gold quarry; I think most people would naturally call it a gold mine."

If the word "mines" be difficult of legal definition, much more so is the word "minerals" which is invariably coupled with it. Of the two the latter word is the more important. Consequently judicial *dicta* attempting its definition are more abundant, though equally conflicting. Almost every distinctive material in the earth's crust has at one time or another been held to be a "mineral." Even pitch lying in a stratum four feet from the surface is a "mineral": *Trinidad Asphalt Co. v. Ambard* (1899, A. C. 594).

Various tests have been laid down, whereby a decision may be arrived at whether a particular substance is or is not included in the general meaning of the word "mineral." One of these tests is whether the substance can be worked at a profit. If so, according to these authorities, it is to be deemed a "mineral." (See *per* MELLISH, L.J., in *Hext v. Gill* (*supra*), at p. 712, and *per* Lord HERSCHELL in *Glasgow (Corporation) v. Farnie* (*supra*), at p. 685). But the element of vagueness thus introduced renders this test of very doubtful utility, for, as Lord HALSBURY pointed out in the last mentioned case (at p. 670), it is obvious that if profit is an essential part of the test, the question whether a particular substance is or is not a "mineral" may depend on the state of the market, and it might well be that the same substance is a "mineral" one year and not a "mineral" the next.

It is often said that a "mineral" must be part of the natural soil of the earth. On this ground it was held in *Elves v. Briggs Gas Co.* (33 Ch. D. 562) that a prehistoric boat was not a "mineral." In that case a gas company, in the course of excavations, unearthed a boat some forty-five feet long, which had apparently been hollowed out of a large oak tree. It had lain in the ooze and deposit of alluvial soil near a river for centuries, and had gradually become embedded in the soil to the depth of some four to six feet. The wood had not become petrified or fossilized, but still retained its properties. It was argued that the boat was included in a reservation of mines and minerals contained in the lease to the company. CHITTY, J., rejected this argument. "Unquestionably," he said, "coal is deemed in law a part of the natural soil, without regard to what geologists may shew to have been its origin. In law the natural processes by which the trees of a forest have become coal are not investigated; the result only is considered. But the boat has not become petrified or fossilized, it always has been distinguishable from the natural soil itself." Apparently, had the boat been petrified or fossilized his lordship would have come to an opposite conclusion.

[To be continued.]

## Reviews.

### Criminal Law.

PRINCIPLES OF THE CRIMINAL LAW. A CONCISE EXPOSITION OF THE NATURE OF CRIME, THE VARIOUS OFFENCES PUNISHABLE BY THE ENGLISH LAW, THE LAW OF CRIMINAL PROCEDURE, AND THE LAW OF SUMMARY CONVICTIONS. WITH TABLE OF OFFENCES, THEIR PUNISHMENTS, AND STATUTES. By SEYMOUR F. HAREIS, B.C.L., M.A. (Oxon.) TWELFTH EDITION. By CHARLES L. ATTENBOROUGH, Barrister-at-Law. Stevens & Haynes.

Since the last edition of this useful work a considerable number of statutes relating to criminal law have been passed. The scope of the law has been extended by the Punishment of Incest Act, 1908, and both the Children Act, 1908, and the Perjury Act, 1911, are important measures of amendment and consolidation. The administration of the law has been effected by the Costs in Criminal Cases Act, 1908, and the Oaths Act, 1909, and the reformation of offenders has been attempted in the Prevention of Crimes Act, 1908. These various measures are referred to in the present edition. The work is divided into four parts, dealing successively with the nature of crime generally, with particular crimes whether of a public nature, or against individuals in regard to their persons or their property, with criminal procedure, and with summary conviction. The excellent arrangement of the book and the clearness of its exposition probably account for the popularity it has attained—a popularity which is sufficiently attested by the issue of a twelfth edition; and the notes, without overloading the text, give sufficient reference to the cases, and a good deal of incidental explanatory matter.



## Statute Law.

**BUTTERWORTH'S TWENTIETH CENTURY STATUTES (ANNOTATED).**  
VOL. VII. CONTAINING THE PUBLIC GENERAL ACTS PASSED IN THE YEAR 1911. EXCLUDING ACTS IN FORCE ONLY IN SCOTLAND AND THE ISLE OF MAN. ISSUED UNDER THE GENERAL EDITORSHIP OF H. H. KING, B.A., LL.B., Barrister-at-Law. Butterworth & Co.

Last session added to the statute book a considerable number of important measures of very diverse natures—social, political, and technical. The National Insurance Act and the Parliament Act fall within the first two classes, the Conveyancing Act in the last, and in the same class may be put the Money Lenders Act, 1911, which has corrected an oversight in the Act of 1900, and gives protection to *bond fide* assignees for value of securities which are liable to be attacked under that Act. These and the other statutes are conveniently collected and annotated in this work. In particular, the notes to the Conveyancing Act, 1911, give useful information as to the reason for the amendment in the law effected by the various sections, and the cross-references appended to the National Insurance Act will be very serviceable in understanding and applying its provisions.

## Books of the Week.

**Practice.**—The Students' Practice of the Courts. A Practical Exposition of the Proceedings in the Supreme Court of Judicature in England, including Appeals to the House of Lords. Tenth Edition. By ALBERT GIBSON, ARTHUR WELDON, and R. L. MOSSE. "Law Notes" Publishing Offices.

**Practice.**—Town Practice for the Tyro. Second Edition. By R. L. MOSSE, Solicitor. A Supplement to the Students' Practice of the Courts. "Law Notes" Publishing Offices.

**Bills of Exchange.**—The French Law relating to Bills of Exchange, Promissory Notes, and Cheques. By A. WILLIAMSON, M.A., Advocate. Stevens & Sons, Ltd.

## Correspondence.

## Partition of Leasehold Premises.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—On a division between A and B of premises in one lease, by assignment of part to A and the residue to B, and similar cases, the forms used seem to me to be inadequate for the purposes they profess to serve, and I should be glad to know what your readers think on the subject.

After mutual covenants by each to pay and perform his agreed part of the rent and covenants in the lease, each covenants to indemnify the other against the consequences of the covenantor's breach of the foregoing covenants; and charges the lot assigned to him with the payment to the other or his successors in title of all monies which may become due under the covenantor's indemnity; and possibly also empowers the other or his successors in title to enter and receive the rents till he or they shall receive any monies he or they may have paid on account of such breaches (limited to avoid a perpetuity).

These securities may enable B to recover his loss where it consists of a sum paid to the reversioner, say for rent or proportion thereof not paid by A. But suppose A's breach consists in doing something forbidden by the lease. That may lead to a forfeiture, and it is difficult to see how B can stop it and save a forfeiture, unless he can get an injunction against A based on A's covenant to observe the terms of the lease. A third case is where A's breach is the persistent refusal to do something imposed by the lease, which can only be done on the premises, such as repairing A's part. The powers given do not permit B to do the one thing needful to avoid forfeiture of the whole premises, and my point is that in a clear case of jeopardy of the leasehold interest, there should be a power of entry, or some adequate remedy. Whether B can obtain an order for specific performance against A when matters are at a serious juncture seems doubtful; also whether the reversioner is bound to wait while he gets it. But, however that may be, a clear power in a proper case seems preferable.

The powers as they stand appear to be delusive, promising much but effecting little.

Sept. 2.

T. J. P.

It is understood, says the *Times*, that the Local Government Board have given authority for the preparation of a further town-planning scheme under the Housing, Town-Planning, &c., Act, 1909. The scheme is to be prepared by the Urban District Council of Walthamstow, and will apply to various areas situated within the urban district.

## New Orders, &amp;c.

## Crown Copyright.

## Reproduction of Government Papers.

The following Treasury Minute, dated the 23rd of June, has been issued as a Parliamentary paper [292]:—

My Lords read section 18 of the Copyright Act, 1911 (1 and 2 Geo. 5, ch. 46), which enacts that—

"Without prejudice to any rights or privileges of the Crown, where any work has, whether before or after the commencement of this Act, been prepared or published by or under the direction or control of his Majesty or any Government department, the copyright in the work shall, subject to any agreement with the author, belong to his Majesty, and in such case shall continue for a period of fifty years from the date of the first publication of the work."

The above statutory provision renders it necessary to reconsider the Treasury Minute of the 31st of August, 1887 (presented to the House of Commons No. 335 of 1887), and to define anew the practice to be followed with regard to Crown copyright.

The Treasury Minute divided Government publications into the following classes:—

- (1) Reports of Select Committees of the two Houses of Parliament, or of Royal Commissions.
- (2) Papers required by statute to be laid before Parliament, e.g., Orders in Council, Rules made by Government Departments, Accounts, Reports of Government Inspectors.
- (3) Papers laid before Parliament by command, e.g., Treaties, Diplomatic correspondence, reports from Consuls and Secretaries of Legation, reports of inquiries into explosions or accidents, and other special reports made to Government Departments.
- (4) Acts of Parliament.
- (5) Official books, e.g., King's Regulations for the Army or Navy.
- (6) Literary or quasi-literary works, e.g., the reports of the "Challenger" Expedition, the Rolls Publications, the State Trials, the "Board of Trade Journal."
- (7) Charts and ordnance maps.

A considerable and increasing number of Government works fall into the three last classes above set forth, and My Lords see no reason why such works—often produced at considerable cost—should be reproduced by private enterprise for the benefit of individual publishers. For the future, publications which fall within this description will bear an indication on the title page that the Crown copyright is reserved. The Controller of the Stationery Office will act on a notification by the Department responsible for the production of the work that it is desired that Crown copyright should be expressly reserved subject to reference to their Lordships in case of doubt. Any infringement of copyright in these cases should be brought to the notice of the Controller of the Stationery Office by the heads of departments, so far as works prepared or published by or under their direction are concerned.

The Controller of the Stationery Office will refer to this Board for instructions as to whether any infringement of Crown copyright shall be made the subject of legal proceedings.

The publications which fall into the first four classes are issued for the use and information of the public, and it is desirable that the knowledge of their contents should be diffused as widely as possible. In the case of these publications no steps will ordinarily be taken to enforce the rights of the Crown in respect of copyright. The rights of the Crown will not, however, lapse, and should exceptional circumstances appear to justify such a course it will be possible to assert them. In such a case, the Department concerned should acquaint the Controller of the Stationery Office as early as possible of the special circumstances which render it desirable to depart from the general rule permitting full and free reproduction of works in these categories, and the Controller will, subject to the direction of their Lordships, take such measures as may seem appropriate to enforce the right of the Crown.

Acts of Parliament must not, except when published under the authority of the Government, purport on the face of them to be published by authority.

## High Court of Justice.

## LONG VACATION, 1912.

## NOTICE.

During the remainder of the Vacation, all applications "which may require to be immediately or promptly heard," are to be made to the Hon. Mr. Justice AVORY.

**COURT BUSINESS.**—The Hon. Mr. Justice AVORY will, until further notice, sit in the Lord Chief Justice's Court, Royal Courts of Justice, at 10.30 a.m., on Wednesday in every week, commencing on Wednesday, 11th September, for the purpose of hearing such applications of the above nature as, according to the practice in the Chancery Division, are usually heard in Court.

No Case will be placed in the Judge's Paper unless leave has been previously obtained, or a Certificate of Counsel that the Case requires

to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

The necessary papers, relating to every application made to the Vacation Judges (see notice below as to Judges' Papers), are to be left with the Cause Clerk in attendance, Chancery Registrars' Office, Room 136, Royal Courts of Justice, before 1 o'clock two days previous to the day on which the application is intended to be made. When the Cause Clerk is not in attendance, they may be left at Room 136, under cover, addressed to him, and marked outside Chancery Vacation Papers, or they may be sent by post, but in either case so as to be received by the time aforesaid.

**URGENT MATTERS WHEN JUDGE NOT PRESENT IN COURT OR CHAMBERS.**—Application may be made in any case of urgency, to the Judge, personally (if necessary), or by post or rail, prepaid, accompanied by the brief of Counsel, office copies of the affidavits in support of the application, and also by a Minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Office, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the Judge will be returned to the Registrar.

The address of the Judge for the time being acting as Vacation Judge can be obtained on application at Room 136, Royal Courts of Justice.

**CHANCERY CHAMBER BUSINESS.**—The Chambers of Justices SWINFEN EADY and NEVILLE will be open for Vacation business on Tuesday, Wednesday, Thursday and Friday in each week, from 10 to 2 o'clock.

**KING'S BENCH CHAMBER BUSINESS.**—The Hon. Mr. Justice AVORY will, until further notice, sit for the disposal of King's Bench Business in Judge's Chambers at 10.30 a.m. on Tuesday in every week, commencing on Tuesday, the 10th September.

**PROBATE AND DIVORCE.**—Summonses will be heard by the Registrar, at the Principal Probate Registry, Somerset House, every day during the Vacation at 11.30 (Saturdays excepted).

Motions will be heard by the Registrar on Wednesdays, the 11th and 25th of September, at the Principal Probate Registry, at 12.30.

Decrees will be made absolute on Wednesdays, the 18th of September, and the 2nd of October.

All Papers for Motions and for making Decrees absolute are to be left at the Contentious Department, Somerset House, before 2 o'clock on the preceding Friday.

The Offices of the Probate and Divorce Registries will be opened at 11 and closed at 3 o'clock, except on Saturdays, when the Offices will be opened at 10 and closed at 1 o'clock.

**JUDGE'S PAPERS FOR USE IN COURT.—CHANCERY DIVISION.**—The following Papers for the Vacation Judge are required to be left with the Cause Clerk in attendance at the Chancery Registrars' Office, Room 136, Royal Courts of Justice, on or before 1 o'clock, two days previous to the day on which the application to the Judge is intended to be made:—

- 1.—Counsel's certificate of urgency or note of special leave granted by the Judge.
- 2.—Two copies of writ and two copies of pleadings (if any), and any other documents showing the nature of the application.
- 3.—Two copies of notice of motion.
- 4.—Office copy affidavits in support, and also affidavits in answer (if any).

**N.B.**—Solicitors are requested when the application has been disposed of, to apply at once to the Judge's Clerk in Court for the return of their papers.

## Obituary.

Mr. C. G. Beale.

We regret to announce the death, at the age of sixty-nine years, of Mr. Charles Gabriel Beale, a member of the firm of Messrs. Beale & Co., of London and Birmingham, which took place at his residence in Birmingham on Sunday. Mr. Beale was a member of the Royal Commission of Inquiry into the Working of the Railway Conciliation Scheme which the Government appointed in August last year in order to put an end to the national railway strike. The Commission consisted of five members—two representing employers and two representing workmen, with an impartial chairman. Since Mr. Beale's firm were solicitors to the Midland Railway Company, the selection of Mr. Beale as one of the Commissioners led to a protest from the joint executive committee of the railwaymen's trade unions, who had been directing the strike. The Board of Trade, in reply to this protest, issued an official statement that Mr. Beale did not act as solicitor to the Midland Company, nor was he in any way under their control. He had not, they added, for many years past taken any part in the legal work of any railway company; his time had been fully occupied in municipal and educational work in Birmingham. Mr. Beale was Lord Mayor of Birmingham in 1897 and the two succeeding years, and was Vice-Chancellor of Birmingham University. He was a director of the London City and Midland Bank, and chairman of the South Staffordshire Waterworks Company. In 1907 Mr. Beale, who had a residence, Bryntyrion, at Dolgelly, was Sheriff of Merionethshire.

## TRUSTEES FOR SETTLEMENTS, WILLS, and DEBENTURE HOLDERS, APPOINT THE ROYAL EXCHANGE ASSURANCE.

Apply to The SECRETARY,  
HEAD OFFICE: ROYAL EXCHANGE, LONDON, E.C.  
Incorporated A.D. 1720. Governor: SIR NEVILLE LUBBOCK, K.C.M.G.

### Mr. W. Shakespeare.

The death took place at Birmingham on Tuesday night of Mr. William Shakespeare, one of the oldest and best-known solicitors in that city. Mr. Shakespeare, who was in his eightieth year, was admitted a solicitor in 1860. He was the legal adviser of a number of Midland local authorities. He had a great knowledge of mining matters, and was frequently concerned in arbitration cases in the district. In addition to an extensive conveyancing, Poor Law, and bankruptcy practice, he held many public offices. He was Town Clerk of Smethwick, clerk to the Oldbury District Council, clerk to the West Bromwich County Justices, clerk to the Oldbury magistrates, and joint clerk, with his son, to the Smethwick borough justices. He married Miss Annie Harthill, daughter of the late Mr. Joseph Harthill, of Oldbury, and had two sons and four daughters, all of whom survive him.

## Legal News.

### Information Required.

#### TO SOLICITORS.

**SPEIRS, JAMES.**—Should this meet the eye of any solicitor who has recently drawn the will of James Speirs, late of 1, Bloomsbury-street, W.C., he is requested to communicate with E. Rabone, 35, Avenue-road, Highgate, N.

### Changes in Partnerships, &c.

#### Dissolution.

**THOMAS HENRY VERNON, M.A., ST. LEGER GRANT STEPHEN, and VERNON GEACH BURCH, solicitors (Vernon, Stephen, Burch, & Co.), 80, Coleman-street, London. Aug. 13.** [*Gazette*, Aug. 30.]

#### General.

At the Liverpool Children's Court on the 2nd inst. two boys, aged nine, admitted having stolen sixpence from a young girl on Saturday night. The girl was looking into a shop window when the two boys came up to her. One of them pointed a toy pistol at her, and having pulled the trigger and exploded the cap, asked what money she had. The child, who was startled by the explosion, handed sixpence to the boys, who then ran away. They were ordered to be birched.

Mr. Talfourd Ely, writing to the *Times* of the 4th inst., says:—"From to-day's newspaper reports it appears that in a Norwich church the flood water found its way into the vestry, and the old registers, dating from the sixteenth century, were soaked and considerably damaged. Is it not time that such priceless records were placed in safety under the care of the officials of the Record Office or Somerset House? They would then be secure not only from flood and fire, but from the depredations of curio-hunters and other evildoers."

The Home Office, says the *Times*, has issued a circular on the hardship that is sometimes caused to persons committed to prison in default of payment of a fine and costs by including the cost of their conveyance to gaol in the costs for which they are made liable. The Home Secretary requests that the cost of a prisoner's conveyance to gaol may not in future be included in the costs mentioned in the warrant of commitment. A rule has been made by the Lord Chancellor providing for the necessary amendment of the forms in the rules made by him under the Summary Jurisdiction Acts. The Court will, of course, still have power to impose this charge for special reasons, but such cases will, the Home Secretary believes, be exceedingly rare. The omission from the commitment of an order for the payment by a prisoner of the cost of his conveyance to prison will not in any way affect the present practice whereby police authorities recover such costs from the Prison Commissioners.

Probably the most enthusiastic admirer of trial by jury, says the *Globe*, would hesitate to describe it as "the palladium of our civil rights" in the county courts. Sutors themselves seem to set very little store by it. No fewer than 822,624 actions were determined in the county courts last year, and not more than 735 were tried before juries. On four circuits not a single case was tried with a jury during the year. Trial by jury has, indeed, declined considerably in popularity in the county courts. When the volume of business was one-third less the number of jury cases was twice as large.

The New Zealand Government, says the New Zealand correspondent of the *Times*, has introduced a Public Service Bill aiming at the destruction of political patronage. It provides for a Commissioner to control the chief departments of the Public Service except that of railways. This official may be suspended by the Governor for misbehaviour or incompetence, but he may be removed only by the House. The Commissioner's decisions are subject to review by an appeal board. Any applicant for an appointment or for promotion in the Public Service who solicits the support of a member of Parliament will be disqualified.

At a meeting of the Newcastle Chamber of Commerce on Wednesday afternoon Mr. Herbert Shaw, the secretary, read a letter from Sir Edward Grey stating that the Government was making representations to the United States Government, and that there seemed to be no doubt that the adoption by the Senate of the Panama Canal Bill, containing provisions for the free use of the Canal by American coastwise vessels as well as by United States ships engaged in foreign trade under certain conditions, was a violation of the Hay-Pauncefote Treaty, as the Canal would not be open on terms of entire equality to the ships of all nations. It followed that, if a large amount of trade was allowed to pass free, the total amount of tolls collected would be diminished to a large extent and, as a consequence, the general trade would in future be unduly taxed on account of this suppression of part of the earning power of the Canal, and the loss would fall upon the shoulders of foreign shipowners.

Writing to the *Times* of the 2nd inst. on "Safety at Sea," Dr. Benedict W. Ginsburg says:—"A good deal has been said and written lately about the moderate speed of the fastest liners of the present day and how a speed, which may be moderate in relation to their full speed, may be fast, or even excessive, by the standard of other vessels or in relation to the prevailing conditions of weather. The last person who deals with the point in your columns is Mr. Page, whose letter you published yesterday. May I in this connection remind Mr. Page and your other readers that already our courts have decided, and that on more than one occasion, that the expression moderate speed in Article 16 of the Regulations for the Prevention of Collisions at Sea is to be construed in relation to the surrounding circumstances, and not according to the speed of which the vessel may be capable under favourable conditions? That this is so will be seen by reference to the case of the 'Campania' (1901, 1 P., p. 289), where the Court of Appeal, affirming the decision of Mr. Justice Barnes, unanimously laid it down that 'if a steam vessel cannot in a fog be navigated at a very slow speed, she must in order to comply with the rule . . . be stopped from time to time so as to take off her way.' Similarly I take it where other conditions than the prevalence of fog render low speed imperative the courts would hold that the external conditions, not the vessel's own powers, would be regarded in defining what would be moderate in each particular case."

At Bow-street, on Wednesday, says the *Times*, before Mr. Marsham, Reginald William Robinson, of Lamb's Conduit-street, was summoned at the instance of the Incorporated Law Society for having pretended to be duly qualified to act as a solicitor; and Isaac Watts, a clerk, of the same address, was summoned for aiding and abetting him. Mr. H. Humphreys, who supported the summonses, said that Robinson was admitted a solicitor in 1889, and renewed his certificate each year until last November, when he allowed it to lapse. Towards the end of last year a Mr. Churchill obtained judgment and costs in the High Court against a Mr. Newman, and the costs were taxed at £170. Mr. Tomlinson, who had acted as solicitor for Mr. Churchill, afterwards had a dispute with his client, and the latter gave notice that Robinson was his solicitor in succession to Mr. Tomlinson. The effect of that notice was that when an interpleader issue was tried Mr. Tomlinson had no *locus standi* in Court, and he had not been able to recover his costs. Mr. Humphreys added that he was satisfied that Robinson was a mere tool in the matter. Mr. Broxholm, who appeared for Robinson, said in November his client handed to one of his clerks the necessary fee for the purpose of renewing his certificate. Upon learning that his certificate had not been taken out, he forwarded the fee and the certificate was immediately granted. Robinson stated that Watts asked him to act for Mr. Churchill, and he agreed to do so; but the actual work was done by Watts. At that time he thought that his certificate had been taken out. The magistrate ordered Robinson to pay a nominal penalty of 10s. and 2s. costs. The hearing of the summons against Watts was adjourned.

**ROYAL NAVY.**—Parents thinking of the Royal Navy as a profession for their sons can obtain (without charge) full particulars of the regulations for entry to the Royal Naval College, Osborne, the Paymaster and Medical Branches, on application. Publication Department, Gieve, Matthews, & Seagrove, Ltd., 65, South Molton street, London, W.—[Advt.]

**WHY PAY RENT?** Take an Immediate Mortgage free in event of death from the **SCOTTISH TEMPERANCE LIFE ASSURANCE CO. (LIMITED)**. Repayments usually less than rent. Mortgage expenses paid by the Company. Prospectus from 3, Cheapside, E.C. Phone 6002 Bank.—Advt.

## The Property Mart.

Forthcoming Auction Sale.

Oct. 16.—Mr. ED. HUGH HENRY, at the Mart, at 2: Freehold Ground Rents and Building Land, &c. (see advertisement, back page, this week).

## Winding-up Notices.

London Gazette.—FRIDAY Aug. 30.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

**WILLIAM ERAL LTD.**—Creditors are required, on or before Oct 1, to send their names and addresses, and the particulars of their debts or claims, to Theodore Pritchett, Burford, Kings Norton, Birmingham, Liquidator.

**MARKS & CO. LTD.**—Creditors are required, on or before Sept 10, to send their names and addresses, and the particulars of their debts or claims, to Alfred Page, 28, King st, Cheapside, Liquidator.

**A. BOOTH & SON, LTD (IN VOLUNTARY LIQUIDATION).**—Creditors are required, on or before Sept 14, to send in their names and addresses, and particulars of their claims, to Herbert Shook, 8, Egypt st, Warrington, Liquidator.

**ANGLO CANADIAN LANDS, LTD (IN VOLUNTARY LIQUIDATION).**—Creditors are required, on or before Sept 14, to send their names and addresses, and the particulars of their claims, to Walter Winder, 1, St. Swithin's Ln, Liquidator.

London Gazette.—TUESDAY, Sept. 3.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

**TEES WHOLESALE MARKET CO. LTD (IN VOLUNTARY LIQUIDATION).**—Creditors are required, on or before Oct 14, to send their names and addresses, and particulars of their debts or claims, to Charles Chiphase, 45, Albert rd, Middlesbrough. Lithgow, Middlesbrough, solor to the liquidator.

**FORMAN MOTOR CO. LTD.**—Creditors are required, on or before Sept 20, to send their names and addresses, and the particulars of their debts or claims, to C. H. Stringer and A. Cleveland, c.o. the Forman Motor Co. Ltd., High st, Coventry. Reed & Reed, Guildhall chambers, solors for the liquidators.

**EDMONTON CINEMATOGRAPH THEATRES, LTD.**—Petn for winding up, presented Aug 1, directed to be heard at Edmonton, Sept 20 at 11 Lev 11, Ironmonger Ln, solor for the petn. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Sept 19.

**LABOUR PIONEER PRINTING AND PUBLISHING CO. LTD.**—Petn for winding up, presented Aug 29, directed to be heard Sept 12 at the Court House, Town Hall, Merthyr Tydfil James & Co. High st, Merthyr Tydfil, solors for the petn. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Sept 11.

## Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Aug. 30.

CULLOID CO. LTD.

NASSARAWA TIN FIELDS OF NIGERIA, LTD.

EUSTON AND ST. PANCRAS AUTOMOBILE CO. LTD.

ROZELLE SYNDICATE, LTD.

LAMBORNE GAS, COKE AND LIME CO. LTD.

AGAZAR CO. LTD.

MEXICAN (OAXACA) SYNDICATE, LTD.

LONDON STEREOSCOPIC AND PHOTOGRAPHIC CO. LTD. (Reconstruction).

FITT AND CO. LTD.

ANGLO CANADIAN LANDS, LTD.

NORTON FISHERIES, LTD.

London Gazette.—TUESDAY, Sept. 3

MADAME HILDARE, LTD.

AIRDRALE VARNISH CO. LTD.

TEAGLE RESTAURANTS, LTD.

F. CROLE-REES, LTD.

REFORM MINE SYNDICATE CO. LTD.

RUSIAN COMMERCIAL AGENCY, LTD.

TEES WHOLESALE MARKET CO. LTD.

PARKER'S LAMP MANUFACTURING CO. LTD.

MERSEY POTTERY AND TILE CO. LTD.

SEAGOR AND WETMON, LTD.

ST. HELENS SMELTING CO. LTD.

BRITISH TRADING CO (UGANDA), LTD.

## Creditors' Notices.

### Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Aug. 23.

HOMER, SARAH, Stockton Brook, Staffs. Oct 1 Proctor v F. C. and C. V. Homer Joyce, J. Henton, Wedgewood chambers, Burslem, Staffs.

### Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, August 30.

ANKRETT, JOSEPH CHEYNSHOM, Walsall, Grocer Oct 8 Evans, Walsall

BAKKE, HENRY, Old Hill, Staffs Sept 21 Cooksey & Co, Old Hill, Staffs

BERKEE, SAMUEL, Walsall Oct 16 Evans, Walsall

BENOT, JAMES, Smethwick Sept 30 Shakespeare & Co, Oldbury, Worc

BENTLEY, WILLIAM, Littleton, in Liversedge, Yorks Oct 1 Iveson & Macaulay Heckmondwike



BIDDER, JANE, Balham Sept 30 Foster & Co, Queen Street pl  
 BLACK, ANDREW HEGGIE, Harrogate Sept 30 Barber & Blackburn, Harrogate  
 BECKLEY, ORMOND, Norriothorpe, in Liversedge, Yorks, Spinner Oct 1 Ivesson & Macaulay, Heckmondwike  
 CLARK, CHRISTINA, Seaham Harbour, Durham Sept 30 Ellis, Sunderland  
 COLE, JAMES, Poole, Dorset Sept 30 Trevanion & C, Poole  
 COOKSON, JOHN, Ramsbottom, Lancs, Railway Waggon Shunter Sept 30 Preston & Son Manchester  
 CUMMINS, FRANCES, Crosby, Lancs Oct 1 Newman & Co, Liverpool  
 DODDLE, HENRY CHARLES GRANT, Winchester Oct 1 Warner & Kirby, Winchester  
 EBBY, GEORGE, Kidderminster, Superintend of Police Oct 1 Ivans & Co, Kidderminster  
 FAULKNER, WILLIAM BOWLAND, Herne Bay Oct 2 G Lloyd Jones, Backfriars rd  
 FIELDING, EMMA LOUISA, Hastings Oct 2 Ray, Hastings  
 GOMERALL, JOHN ELLIS, Eccles, Lancs, Butcher Sept 16 Hand & Gartside, Manchester  
 GROOM, SUSANNA, Hitchon Oct 1 Hill, Hitchon  
 HALSTAD, MARY, King's Lynn, Norfolk Oct 2 Sadler & Woodwark, King's Lynn  
 HOWELL, FREDERICK ROBERT, Trewellwell, Pembroke Sept 30 Eaton Evans & Williams, Haverfordwest  
 IVES, JOHN, Liversedge, Yorks, Gardener Oct 1 Ivesson & Macaulay, Heckmondwike  
 JOBLING, JOSEPH, Morpeth, Wine Merchant Oct 5 Anderson, Morpeth  
 KITCHENS, General Sir FREDERICK WALTER, KCB, Bermuda Sept 30 Kekowich & Co, Suffolk  
 MADDOCKS, ESSAY, Dyffryn Bach, St Nicholas, Pembroke, Woollen Manufacturer Sept 26 Williams & Williams, Fishguard  
 MANN, JANE ELIZABETH, Mirfield, Yorks Sept 30 Wilson & Topham, Mirfield  
 MARSHALL, JAMES, Market Rasen, Lincs Oct 11 Pearson & Rainey, Market Rasen  
 MOLESWORTH, JANE FRANCES, Chelston, Torquay Oct 5 Hearle & Co, Truro  
 MOLESWORTH, Rev WALTER, Bournemouth Sept 30 Torr & Co, Bedford row  
 MOKON, JAMES CRANFIELD, Hatfield Peverel, Essex, Farmer Sept 26 Crick & Freeman, Maldon, Essex  
 PIGO, MARY ANN, Newcastle upon Tyne Oct 20 Wilkinson & Marshall, Newcastle upon Tyne  
 POWELL, RICHARD CHARLES, North Malvern, Worcester, Carpenter Sept 30 Russell & Co, Malvern  
 PRINGLE, WILLIAM FALLON, Warkworth, Farmer Sept 30 Dransfield & Elsdon, Newcastle on Tyne  
 RAIT, GEORGE THOMAS, Beckenham, Chartered Accountant Nov 30 Lyne & Holman, Great Winchester st  
 ROLLE, EMILY SOPHIA, River, Dover Sept 30 Chitty, Dover  
 SAIT, HERBERT, South side, Clapham Common Oct 19 Soames & Vigo, Ely pl  
 SHAW, BETSEY, Walsall Oct 1 Evans, Walsall  
 SHERLOCK, Lieut-Col WOODFORD WRIGHT, Chesterton, Cambridge Oct 7 Bennett & Ferris, Coleman st  
 SMITH, CHARLES TELFORD, Woodbridge, Suffolk Oct 9 Mumford & Co, Bradford  
 TRUTER, JOHANNES FRIEDRICH AUGUST, Gerrard st, Soho Sept 10 Humphreys & Co, Cranbourn st  
 UNETT, GEORGE GWINNETT, Lillington, nr Leamington Oct 17 Bayley & Co, Birmingham  
 WIGGLESWORTH, WALTER WILLIAM, Sandal, Wakefield Sept 23 Harrison & Co, Wakefield  
 WILCOX, MARY, Eastham, Worcester Oct 1 Ivans & Co, Kidderminster  
 WINTERINGHAM, EDWARD, Scarborough Oct 1 Piercy, Leeds

London Gazette.—TUESDAY, Sept. 3.

BASSETT, FREDERICK, Leighton Bussard Oct 30 Newton & Calcott, Leighton Bussard, Beds

## Bankruptcy Notices.

London Gazette.—TUESDAY, Aug. 27.

ADJUDICATIONS.  
 BAXTER, ADA ANN, Whitefield, Lancs Bolton Pet Aug 23 Ord Aug 23  
 BOYCE, FREDERICK CHARLES, Rochester, Fruiterer Rochester Pet Aug 23 Ord Aug 23  
 BYGOTT, JAMES, Middlewich, Solicitor Nantwich Pet July 6 Ord Aug 22  
 CHARLESWORTH, CHARLES, Wolverhampton, Fish Salesman Wolverhampton Pet Aug 22 Ord Aug 22  
 DALTON, ALFRED EDWARD FITZGERALD, Lymington, Kent, Farmer Canterbury Pet Aug 24 Ord Aug 24  
 GOUNDER, JOHN, and JOHN FORRESTER, Barnett grove, Retinal Green, Pianoforte Manufacturers High Court Pet Aug 24 Ord Aug 24  
 GREEN, S, Priory rd, West Hampstead High Court Pet June 13 Ord Aug 23  
 GUEST, CYRIL IGNATIUS, Wolverhampton, Clerk Wolverhampton Pet Aug 22 Ord Aug 22  
 HARRIES, THOMAS, Southsea, Hants, Restaurant Keeper Portsmouth Pet July 23 Ord Aug 23  
 HOLLAND, ERENEZER, Maidenhead, Builder Windsor Pet July 11 Ord Aug 23  
 HOPCROFT, WILLIAM, Great Grimsby, Second Engineer Great Grimsby Pet Aug 23 Ord Aug 23  
 JENNINGS, CHARLES EGERTON, Bath Bath Pet July 13 Ord Aug 22

LILLIE, HENRY, Canterbury, Tobacconist Canterbury Pet Aug 22 Ord Aug 22  
 MCCABE, ARCHER ROWLAND, Ryde, I of W, Licensed Victualler Newport Pet Aug 24 Ord Aug 24  
 MARDEN, JOHN THOMAS, Birmingham, Gas Case Operative Birmingham Pet Aug 22 Ord Aug 24  
 MARSHALL, GEORGE EDWARD, Wallasey, Chester, Contractor on Liverpool Pet Aug 23 Ord Aug 23  
 MYERS, MATTHEWS HENRY CLAYTON, Nelson, Lancs, Warp Dr. aser Burnley Pet Aug 22 Ord Aug 22  
 PLUMMER, PERCY, Thornton Heath, Surrey, Bank Clerk Croydon Pet Aug 19 Ord Aug 22  
 RYLANDS, WILLIAM, Rotherham Great Grimsby Pet Aug 24 Ord Aug 24  
 SHORT, TOM, Cleve horpes, Labourer Great Grimsby Pet Aug 23 Ord Aug 23  
 SIRAGHER, JOSEPH, Southport, Ladies' Tailor Liverpool Pet Aug 14 Ord Aug 23  
 STEUART, HERMAN C A, Bramham gdns, Kensington High Court Pet July 5 Ord Aug 22  
 STRICK, ROBERT HENRY, Pontypridd, Glam, Boot Dealer Pontypridd Pet Aug 23 Ord Aug 23  
 SUTTON, GEORGE, Great Grimsby, Grocer, Great Grimsby Pet Aug 23 Ord Aug 24  
 TAYLOR, Lieut CE, Carragh Camp, Ireland High Court Pet Feb 13 Ord Aug 24  
 WASS, JOHN ARTHUR, East Leake, Nottingham, Butcher Leicester Pet Aug 23 Ord Aug 23  
 WAYMAN, JOHN, Old Bond st High Court Pet July 3 Ord Aug 22

WEBER, CHARLES FRANK WILLIAM, South Weald, Breatwood, Baker High Court Pet Aug 22 Ord Aug 22  
 WORKMAN, ARTHUR, Leeds, Musical Director Leeds Pet Aug 22 Ord Aug 22

London Gazette.—FRIDAY, Aug. 30.

## RECEIVING ORDERS.

BISHOP, JOHN HENRY, Devonport, Grocer Plymouth Pet Aug 3 Ord Aug 26  
 BOWEN, ALBERT EDWARD VICTOR, Carlton, Notts, Boot Maker Nottingham Pet Aug 27 Ord Aug 27  
 BOWEN, THOMAS, Eilesmere, Salop, Draper Wrexham Pet Aug 28 Ord Aug 28  
 CLARKE, H J, Manchester, Baker Manchester Pet Aug 6 Ord Aug 27  
 COLE, GEORGE, Lugwardine, Hereford, Coal Merchant Hereford Pet Aug 16 Ord Aug 26  
 CONSTABLE, ALBERT, Birmingham, Painter Birmingham Pet Aug 28 Ord Aug 28  
 DAVIES, EDMUND, Gadlys, Aberdare, Glam, Colliery Roadman Aberdare Pet Aug 28 Ord Aug 28  
 DAVIES, FRANK WALTER, Bristol, Advertising Agent Bristol Pet Aug 26 Ord Aug 26  
 DAY, ALFRED EDWIN ADAMS, Margate, Fishmonger Canterbury Pet Aug 27 Ord Aug 27  
 ELLIS, EDWARD, St George's, Salop, Plumber Shrewsbury Pet Aug 28 Ord Aug 28  
 EVANS WILLIAM GEORGE, Merthyr, Boot Dealer Tredegar Pet Aug 13 Ord Aug 27

# THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

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APPLY FOR PROSPECTUS.

FERN, WILLIAM, Burton on Trent, Fish Dealer Burton on Trent Pet Aug 27 Ord Aug 27  
 GROVE, ERNEST ALBERT, Solihull, Warwick, Auctioneer Birmingham Pet Aug 28 Ord Aug 28  
 HAWORTH, HAROLD, Blackpool, Journalist Preston Pet Aug 28 Ord Aug 28  
 HOLMES, ABEL, Liscard, Grocer Birkenhead Pet Aug 19 Ord Aug 27  
 HOPKINS, HENRY, Caerphilly, Glam, Collier Pontypridd Pet Aug 16 Ord Aug 26  
 HOUNSELL, WALTER HENRY, Ilkeston, Derby, Boot Maker Derby Pet Aug 26 Ord Aug 26  
 MACCALLUM, A E G, Dover Street chmbrs, Piccadilly High Court Pet July 6 Ord Aug 28  
 MCLEOD, GEORGE ANDERSON, Rushden, Northampton, Jeweller Northampton Pet Aug 27 Ord Aug 27  
 MILLER, FRANK W, Devonshire sq, Manufacturer High Court Pet July 31 Ord Aug 28  
 NAYLOR, HARRY TAYLOR, Calcutta High Court Pet Aug 2 Ord Aug 28  
 PICKER, WILLIAM, Codsall Wood, Staffs, Blacksmith Wolverhampton Pet Aug 27 Ord Aug 27  
 PROCTER, HARRY CASTLE, Scarborough, Plasterer Scarborough Pet Aug 27 Ord Aug 27  
 RICHARDSON, GEORGE, Hartgate, Painter York Pet Aug 26 Ord Aug 26  
 ROSE, JOHN WILKINSON, Craven st, Strand, Publisher High Court Pet July 19 Ord Aug 22  
 SMITH, ARTHUR, Ripple, nr Tewkesbury, Carpenter Cheltenham Pet Aug 28 Ord Aug 28  
 STONE, GEORGE, Walcot, Bath, Baker Bath Pet Aug 27 Ord Aug 27  
 TAYLOR, PETER, Northwich, Builder Crewe Pet Aug 26 Ord Aug 26  
 WISE, HARRY, Leeds, Leather Merchant Leeds Pet Aug Ord Aug 24

## FIRST MEETINGS.

BAXTER, ADA ANN, Whitefield, Lancs, Draper Sept 7 at 11 Off Rec, 10, Exchange st, Bolton  
 BOYCE, FREDERICK CHARLES, Rochester, Fruiterer Sept 9 at 11.15 High st, Rochester  
 ELLIS, EDWARD, St George's, Salop, Plumber Sept 10 at 11 Off Rec, 27, Swan Hill, Shrewsbury  
 FLINT, JOHN, Ploxton, Derby, Builder Sept 9 at 11.30 Off Rec, 5, Victoria bldg, London rd, Derby  
 HAWORTH, HAROLD, Blackpool, Journalist Sept 9 at 11 Off Rec, Union Marine bldg, 11, Dale st, Liverpool  
 HOPKINS, HENRY, Caerphilly, Glam, Collier Sept 9 at 11 Off Rec, 8, Catherine's chmbrs, 8, Catherine st, Pontypridd  
 HOUNSELL, WALTER HENRY, Ilkeston, Boot Maker Sept 9 at 12 Off Rec, 5, Victoria bldg, London rd, Derby  
 MACCALLUM, A E G, Dover st chmbrs, Piccadilly Sept 10 at 11 Bankruptcy bldg, Carey st  
 MCCABE, AUGUST ROWLAND, Ryde, I of W, Licensed Victualler Sept 9 at 12 Off Rec, 93, High st, Newport, I of W  
 MILLER, FRANK W, Devonshire sq, Manufacturer Sept 9 at 11 Bankruptcy bldg, Carey st  
 NAYLOR, HARRY TAYLOR, Calcutta Sept 9 at 12 Bankruptcy bldg, Carey st  
 PICKER, WILLIAM, Codsall Wood, Staffs, General Blacksmith Sept 10 at 12 Off Rec, 3, Lichfield st, Wolverhampton  
 PROCTER, HARRY CASTLE, Scarborough, Plasterer Sept 10 at 12 Off Rec, 48, Westborough, Scarborough  
 QUANCE, THOMAS, Tavistock Sept 9 at 2.45 Queen's Head Hotel, West st, Tavistock  
 RICHARDSON, GEORGE, Hartgate, Painter Sept 9 at 3 Off Rec, The Red House, Duncombe pl, York  
 ROSE, JOHN WILKINSON, Craven st, Strand, Publisher Sept 9 at 12 Bankruptcy bldg, Carey st  
 RYLANDS, WILLIAM, Cleethorpes Sept 7 at 11.30 Off Rec, 8, Mary's chmbrs, Great Grimsby  
 STEPHENS, HARRY MARY, and LEWIS GEORGE PARSON STEPHENS, Trebrey Water, nr Liskeard, Cornwall, Butchers Sept 10 at 3.30 7, Buckland ter, Plymouth  
 SUTTON, GEORGE, Great Grimsby, Grocer Sept 7 at 11 Off Rec, 8, Mary's chmbrs, Great Grimsby  
 WISE, HARRY, Leeds, Leather Merchant Sept 9 at 11 Off Rec, 24, Bond st, Leeds

## ADJUDICATIONS.

BAILEY, Captain P, Buckingham ct High Court Pet June 13 Ord Aug 26  
 BARNETT, ALGERNON DAVY, The Royal Automobile Club, Pall Mall High Court Pet July 11 Ord Aug 26  
 BATHMAN, HERBERT HENRY, Powis sq, Baywater High Court Pet June 27 Ord Aug 26  
 BERRY, GRACE ISABELLA, Bedford Court Mans, Tottenham Court rd High Court Pet July 23 Ord Aug 27  
 BOSWELL, GREGOR, Enfield, Tailor Edmonton Pet Aug 19 Ord Aug 26  
 BOWEN, ALBERT EDWARD VICTOR, Carlton, Notts, Boot Maker Nottingham Pet Aug 27 Ord Aug 27  
 BOWEN, THOMAS, Kilmorner, Salop, Draper Wrexham Pet Aug 28 Ord Aug 28  
 CREWELL, ARTHUR WILFRED, Leigh on Sea, Essex, Schoolmaster Chelmsford Pet June 11 Ord Aug 28  
 CUTLACK, NORMAN ROBERT, Margate, Wine Merchant Canterbury Pet Aug 10 Ord Aug 27  
 DAVIES, EDWARD, Gadiy, Aberdare, Glam, Colliery Roadman Aberdare Pet Aug 26 Ord Aug 28  
 DAVIES, FRANK WALTER, Bristol, Advertising Agent Bristol Pet Aug 26 Ord Aug 27  
 DAY, ALFRED EDWIN ADAMS, Margate, Fishmonger Canterbury Pet Aug 27 Ord Aug 27  
 EATCOTE, JOHN, Jun, Erwood, Blackburn, Grocer Blackburn Pet July 30 Ord Aug 27  
 ELLIS, EDWARD, St George's, Salop, Plumber Shrewsbury Pet Aug 28 Ord Aug 28  
 FATHERS, GEORGE EDWARD, and WALTER JOHN FATHERS, Pinkney Hill nr Oxford, Builders Oxford Pet July 8 Ord Aug 26  
 FERN, WILLIAM, Burton on Trent, Fish Dealer Burton on Trent Pet Aug 27 Ord Aug 27  
 GREENWOOD, MARION, 26 John's rd Holloway, Financial Broker High Court Pet July 5 Ord Aug 24

GROVE, ERNEST ALBERT, Birmingham, Auctioneer Birmingham Pet Aug 28 Ord Aug 28  
 HAWORTH, HAROLD, Blackpool, Journalist Preston Pet Aug 28 Ord Aug 28  
 HOPKINS, HENRY, Caerphilly, Glam, Collier Pontypridd Pet Aug 26 Ord Aug 26  
 HOUNSELL, WALTER HENRY, Ilkeston, Derby, Boot Maker Derby Pet Aug 26 Ord Aug 26  
 MCLEOD, GEORGE ANDERSON, Rushden, Northampton, Jeweller Northampton Pet Aug 27 Ord Aug 27  
 MADIN, JOSEPH, Wadsworth, Derby Builder Chatterfield Pet July 27 Ord Aug 26  
 MARTIN, EDWIN MCGRAITH, Hart st, Bloomsbury, Solicitor High Court Pet July 10 Ord Aug 28  
 MILSON, SAM, Bedminster Down, Bristol, Dealer in Horses, Bristol Pet Aug 28 Ord Aug 28  
 PICKER, WILLIAM, Codsall Wood, Staffs, General Blacksmith Wolverhampton Pet Aug 27 Ord Aug 27  
 PHILLIPS, FREDERICK, Downham Market, Norfolk, Brewer King's Lynn Pet July 29 Ord Aug 28  
 PROCTER, HARRY CASTLE, Scarborough, Plasterer Scarborough Pet Aug 27 Ord Aug 27  
 READ, WILLIAM, Grays, Essex, Tailor Chelmsford Pet July 18 Ord Aug 28  
 RICHARDSON, GEORGE, Hartgate & Co, Painter York Pet Aug 26 Ord Aug 26  
 SIMON, ARTHUR, Ripple, nr Tewkesbury, Carpenter Cheltenham Pet Aug 28 Ord Aug 28  
 STONE, GEORGE, Walcot, Bath, Baker Bath Pet Aug 27 Ord Aug 27  
 WISE, HARRY, Leeds, Leather Merchant Leeds Pet Aug 24 Ord Aug 24

Amended Notice substituted for that published in the London Gazette of July 30.  
 CALLOW, ALEXANDER CRAWFORD, Philip In, Tottenham Clerk Edmonton Pet June 18 Ord July 24

## London Gazette.—TUESDAY, Sept. 3

## RECEIVING ORDERS.

ANDERSON, ANDREW, Salisbury House, London Waig Director of Public Companies High Court Pet Aug 2 Ord Aug 26  
 ASH, JAMES HENRY, Devizes, Builder Bath Pet Aug 16 Ord Aug 30  
 ATKINSON, HERBERT RAINE, Windlestone, Durham, Confectioner Durham Pet Aug 29 Ord Aug 29  
 BARFET, RICHARD FREDERICK CECIL CHING, Falmouth, Schoolmaster Truro Pet Aug 30 Ord Aug 30  
 CHURCHILL, ALFRED SPENCER, Grove End rd, Maidstone High Court Pet July 23 Ord Aug 26  
 FRANKIE, WILLIAM, Beazie parade, Havant ck Hill, Provision Merchant High Court Pet July 25 Ord Aug 30  
 HAMILTON, ARTHUR FREDERICK, Coleman st, Wine Merchant High Court Pet July 16 Ord Aug 31  
 HENNINGSON, P A, St Mary Axe High Court Pet Aug 8 Ord Aug 31  
 HESLITINE, ALFRED, Gratton ter, Crickwood Broadway, High Court Pet July 29 Ord Aug 30  
 HICKSON, HERBERT GEORGE, Great Grimsby, Grocer Great Grimsby Pet Aug 29 Ord Aug 29  
 HINDS, SAMUEL JAMES BOYD, Macclesfield, Confectioner Macclesfield Pet Aug 29 Ord Aug 29  
 HOWES, EDWARD, Norwich, Brick Manufacturer Norwich Pet Aug 27 Ord Aug 30  
 JEALOUS, NEWTON AUGUSTUS, Houghton le Spring, Durham, House Painter Durham Pet Aug 29 Ord Aug 29  
 KAY, HARRY, Cheltenham, Gentleman Cheltenham Pet Aug 10 Ord Aug 29  
 KITT, ALICE, and HERBERT PERCY KITT, Croydon, Confectioners roydon Pet Aug 1 Ord Aug 29  
 LEE, JOSIAH JOB, Coventry, Cycle Sidecar Maker Coventry Pet Aug 24 Ord Aug 29  
 MARTINDALE, HARRY, Chorley, Lancs, Contractor Bolton Pet July 25 Ord Aug 29  
 MILLS, ETHELHEIT, Ashton, Birmingham, Baker Birmingham Pet Aug 30 Ord Aug 30  
 MOSS, MOSES, Mere Farm, Tarleton, Lancs, Farmer Liverpool Pet Aug 30 Ord Aug 30  
 ORGAN, ISAAC WILLIAMS, Bristol, Haulier Bristol Pet Aug 30 Ord Aug 30  
 STRAW, BEN, Handsworth, Baker Birmingham Pet Aug 15 Ord Aug 29  
 WILLIAMS, RICHARD THOMAS JAMES, Torquay, Draughtsman Exeter Pet Aug 30 Ord Aug 30  
 WILLIAMS, THOMAS JOHN, Aberlery Farm, Henllys, Cardigan, Farmer Aberystwyth Pet Aug 31 Ord Aug 31

## FIRST MEETINGS.

ANDERSON, ANDREW, Salisbury house, London 'Wall' Director of Public Companies Sept 11 at 1 Bankruptcy bldg, Carey st  
 ANTILL, CHARLES ISAAC, Ashton under Lyne, Lancs, Motor Car Agent Sept 11 at 3.30 Off Rec, Byrom st, Manchester  
 ASH, JAMES HENRY, Devizes, Builder Sept 11 at 12.15 Off Rec, 26, Baldwin st, Bristol  
 ATKINSON, HERBERT RAINE, Windlestone, Durham, Confectioner Sept 12 at 3 Off Rec, 3, Manor pl, Sunderland  
 BLANCHFLOWER, VICTOR JAMES, Cirencester, Tailor Sept 10 at 5 Off Rec, 26, Regent circus, Swindon  
 BOSWELL, GREGOR, Enfield, Tailor Sept 12 at 3 Off Rec, 14, Bedford row  
 CHURCHILL, ALFRED SPENCER, Grove End rd, Maidstone Sept 11 at 11 Bankruptcy bldg, Carey st  
 CONSTABLE, ALBERT, Birmingham, Painter Sept 11 at 12 Ruskin chmbrs, 191, Corporation st, Birmingham  
 CUTLACK, NORMAN ROBERT, Margate, Wine Merchant Sept 14 at 10.30 Off Rec, 68A, Castle st, Canterbury  
 DALTON, ALFRED EDWARD FITZGERALD, Lymington, Kent, Farmer Sept 12 at 10.15 Off Rec, 68A, Castle st, Canterbury  
 DAVIES, EDWARD, Gadiy, Aberdare, Glam, Colliery Roadman Sept 12 at 11.30 Off Rec, 8, Catherine's chmbrs St Catherine st Pontypridd

DAVIES, FRANK WALTER, Westbury Park, Bristol, Advertising Agent Sept 11 at 11.45 Off Rec, 26, Baldwin st, Bristol  
 DAVIS, ISRAEL, Cheetham, Manchester, East India Merchant Sept 11 at 3 Off Rec, Byrom st, Manchester  
 DAY, ALFRED EDWIN ADAMS, Margate, Kent, Fishmonger Sept 12 at 10 Off Rec, 68A, Castle st, Canterbury  
 EASTWOOD, WILLIAM HENRY, Manchester, East India Merchant Sept 11 at 2.30 Off Rec, Byrom st, Manchester  
 FISHER, JOHN SHARMAN, Nottingham Sept 11 at 11 Off Rec, 4, Castle pl, Park st, Nottingham  
 FRANKIE, WILLIAM, Beazie parade, Havant ck Hill, Provision Merchant Sept 11 at 12 Bankruptcy bldg, Carey st  
 GROVE, ERNEST ALBERT, Solihull, Warwick, Auctioneer Sept 11 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham  
 HAMILTON, ARTHUR FREDERICK, Coleman st, Wine Merchant Sept 12 at 12 Bankruptcy bldg, Carey st  
 HENNINGSON, P A, St Mary Axe Sept 13 at 11 Bankruptcy bldg, Carey st  
 HESLITINE, ALFRED, Gratton ter, Crickwood Broadway, Builder Sept 12 at 11 Bankruptcy bldg, Carey st  
 HICKSON, HERBERT GEORGE, Great Grimsby, Grocer Sept 11 at 11.30 Off Rec, St Mary's chmbrs, Great Grimsby  
 HOLLAND, EDWARD, Maldenhead, Builder Sept 12 at 12 Off Rec, 14, Bedford row  
 HOLMES, ABEL, Liscard, Chester, Grocer Sept 11 at 11 Off Rec, Union Marine bldg, 11, Dale st, Liverpool  
 KITT, ALICE, and HERBERT PERCY KITT, Croydon, Confectioners Sept 13 at 11 132, York rd, Westminster Bridge rd  
 LEE, JOSIAH JOB, Coventry, Sidecar Maker Sept 11 at 11 Off Rec, 8, High st, Coventry  
 LILLIE, HENRY, Canterbury, Tobacconist Sept 12 at 9.30 Off Rec, 68A, Castle st, Canterbury  
 MCLEOD, GEORGE ANDERSON, Rushden, Northampton, Jeweller Sept 11 at 12 Off Rec, The Parade, Northampton  
 MILSON, SAM, Bedminster Down, Bristol, Dealer in Horses Sept 11 at 11.30 Off Rec, 26, Baldwin st, Bristol  
 SHORT, TOM, Cleethorpes, Labourer Sept 11 at 11 Off Rec, St Mary's chmbrs, Great Grimsby  
 STONE, GEORGE, Bath, Baker Sept 11 at 12 Off Rec, 26, Baldwin st, Bristol  
 STRAW, BEN, Handsworth, Baker Sept 11 at 12.30 Ruskin chmbrs, 191, Corporation st, Birmingham  
 SWEETMAN, EDWARD, Ryde, Isle of Wight, Hotel Proprietor Sept 11 at 3 Yell's Hotel, Ryde, Isle of Wight  
 TAYLOR, PETER, Norwich, Builder Sept 11 at 3 Off Rec, 4, King st, Newcastle, Staffs

## ADJUDICATIONS.

ATKINSON, HERBERT RAINE, Windlestone, Durham, Confectioner Durham Pet Aug 29 Ord Aug 29  
 BAKER, DANIEL, Woodville, Magor, nr Newport Mon Newport, Mon Pet July 6 Ord Aug 30  
 BOLLAS, EKOS, and JONAH FITCHFORD, Wellington, Shrewsbury Pet Aug 17 Ord Aug 29  
 BOOTH, WILLIAM, Manchester, solicitor Manchester Pet July 1 Ord Aug 30  
 BARFET, RICHARD FREDERICK CECIL CHING, Falmouth, Schoolmaster Truro Pet Aug 30 Ord Aug 30  
 DAVIES, RICHARD EDWARD, Bishop's Castle, Salop, Tailor Leominster Pet July 25 Ord Aug 30  
 DAVIS, ISRAEL, Cheetham, Manchester, East India Merchant Manchester Pet July 12 Ord Aug 29  
 EASTWOOD, WILLIAM HENRY, Manchester, East India Merchant Manchester Pet July 12 Ord Aug 29  
 EVANS, WILLIAM GEORGE, Penryn, Merthyr Tydfil, Boot Dealer Tredegar Pet Aug 13 Ord Aug 31  
 FLATHERS, JOHN, Broad Street pl, Merchant High Court Pet July 10 Ord Aug 30  
 GOODSTAIN, ALEXANDER, Waterloo rd, Tobacco Dealer High Court Pet July 25 Ord Aug 30  
 HICKSON, HERBERT GEORGE, Great Grimsby, Grocer Great Grimsby Pet Aug 29 Ord Aug 29  
 HINDS, SAMUEL JAMES BOYD, Macclesfield, Confectioner Macclesfield Pet Aug 29 Ord Aug 29  
 HOLMES, ABEL, Liscard, Chester, Grocer Birkenhead Pet Aug 13 Ord Aug 29  
 JEALOUS, NEWTON AUGUSTUS, Houghton le Spring, House Painter Durham Pet Aug 29 Ord Aug 29  
 JONES, THOMAS, Chatsworth rd, Clapton High Court Pet Aug 8 Ord Aug 30  
 LEE, JOSIAH JOB, Coventry, Cycle-Sidecar Maker Coventry Pet Aug 24 Ord Aug 30  
 LEGGOTT, EDWARD, Brotherton, Lincs, Farmer Boston Pet July 26 Ord Aug 31  
 MCCRAITH, PATRICK ALPHONSUS, Duke st, London Bridge, Provision Agent High Court Pet July 27 Ord Aug 30  
 MILLS, ETHELHEIT, Aston, Birmingham, Baker Birmingham Pet Aug 30 Ord Aug 30  
 MOSS, MOSES, Tarleton, Lancs, Farmer Liverpool Pet Aug 30 Ord Aug 30  
 ORGAN, ISAAC WILLIAMS, Bristol, Haulier Bristol Pet Aug 30 Ord Aug 31  
 TAYLOR, PETER, Northwich, Builder Crewe Pet Aug 26 Ord Aug 29  
 VON GRUNDHEER, DR ALTHEIMAN U WETTERHAUS, HUGO ERNST FREDERICK HERMAN, Orchestra Saint George, Wills High Court Pet July 4 Ord Aug 29  
 WALLIS, JAMES, Beddington, Surrey Croydon Pet Aug 9 Ord Aug 29  
 WATKINS, EPOCH, Kelley, nr Wellington, Salop, Licensed Victualler Shrewsbury Pet Aug 7 Ord Aug 29  
 WILLIAMS, RICHARD THOMAS JAMES, Torquay, Draughtsman Exeter Pet Aug 30 Ord Aug 30  
 WILLIAMS, THOMAS JOHN, Aberlery Farm, Henllys, Cardigan, Farmer Aberystwyth Pet Aug 31 Ord Aug 31

Amended Notice substituted for that published in the London Gazette of July 26:

MCFARLANE, CHARLES WILLIAM, Newport, I of W High Court Pet May 24 Ord July 25



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